

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 2/15/06

Division: Public Works

Bulk Item: Yes X No

Department: Fleet Management

Staff Contact Person: Roy Sanchez

AGENDA ITEM WORDING: Approval to renew the existing fuel contract with Dion Oil Company for delivery of diesel fuel and unleaded gasoline for one additional year.

ITEM BACKGROUND: Our existing contract allows the County to renew the contract for two additional one-year periods, this being the first one-year extension. Dion Oil Company has agreed to the one year renewal at zero increase over the original agreement, for their delivery services. Fuel prices vary as they go up and down, due to nationwide changes at the terminal. Estimated annual fuel costs are up from \$767,000.00 to \$1,100,000.00 and the estimated annual cost to the County is up from \$232,000.00 to \$326,000.00. Estimated increases are due to higher than normal cost per gallon at the Port Everglades terminal where fuel is purchased.

PREVIOUS RELEVANT BOCC ACTION: On February 16, 2005, the Board executed the existing fuel contract with Dion Oil Company for delivery of diesel fuel and unleaded gasoline, which is then distributed through the County pumps and charged back to County Departments, the School Board, Sheriff Department and other agencies.

CONTRACT/AGREEMENT CHANGES: Renew contract for one-year additional year.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Approx. \$1,100,000.00

BUDGETED: Yes X No

Acct#: 504-23502-530521 & 523

COST TO COUNTY: Approx. \$326,000.00 **SOURCE OF FUNDS:** 45% gas tax/55% ad valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Beth Leto for
Dent Pierce

DOCUMENTATION: Included X

Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract # _____
 Contract with: Dion Oil Company Effective Date: 2/15/06
 Expiration Date: 2/15/07
 Contract Purpose/Description: Supply diesel fuel and unleaded gasoline to Monroe County and Monroe County School Board fueling facilities throughout the Keys.
 Contract Manager: Roy Sanchez 3572 Fleet Management
 (Name) (Ext.) (Department)
 for BOCC meeting on 2/15/06 Agenda Deadline: 1/31/06

CONTRACT COSTS

Total Dollar Value of Contract: \$1,100,000.00 Current Year Portion: \$780,000.00 approx
 Budgeted? Yes ☒ No ☐ Account Codes: ALL DEPARTMENTS PLUS SHERIFF, HIGHWAY PATROL AND OTHER AGENCIES-

Grant: \$ _____

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
 (Not included in dollar value above)

For: _____
 (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/7/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/7/06</u>
Risk Management	<u>2-3-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Smith</u>	<u>2-3-06</u>
O.M.B./Purchasing	<u>2/6/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/7/06</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>see attached</u>	<u>2/3/06</u>

Comments: _____

RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of February, 2006 between the **COUNTY OF MONROE** and **DION OIL COMPANY** in order to renew the agreement between the parties dated February 16th, 2005.

1. In accordance with Paragraph II(B) of the 2005 agreement, the County hereby exercises its option to renew the Agreement for an additional one-year term beginning February 15th, 2006.
2. In all other respects, the agreement between the parties dated February 16th, 2005 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

WITNESSES:

Patricia Dionise

DION OIL COMPANY

By Gregory D. Barker

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Natilee W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 2-3-06

Contract

DIESEL FUEL & UNLEADED GASOLINE SUPPLIER

THIS AGREEMENT, made and entered into this 16th day of February,
2005 by and between the COUNTY OF MONROE, STATE OF FLORIDA, and
political subdivision of the State of Florida hereinafter called "County" and Dion Oil Company,
LLC hereinafter called "Vendor".

WITNESSETH:

That the parties hereto for the consideration hereinafter names, agree to the following:

I. DESCRIPTION:

A. The Vendor shall deliver Number Two Diesel fuel, High Sulfur Diesel fuel and 86-87/88-89/92-93 Octane Gasoline to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00pm.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All deliveries must be witnessed and delivery tickets must be signed and dated by Monroe County personnel.

E. The Vendor shall have the capability to pump fuel into aboveground tanks through standard quick detachable couplings.

F. The Vendor shall have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

II. TERM OF CONTRACT

A. This contract shall be for a period of One (1) year commencing upon the day in which it has been executed by both parties.

B. The County shall have the option to renew this agreement after the first year, for two (2) additional one (1) year periods.

III. HOLD HARMLESS

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Subcontractor(s) in any tier, occasioned by the negligence or other wrongful act or omission of the Vendor or its Subcontractor(s) in any tier, their employees, or agents. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

IV. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated in the General Insurance Requirements for Suppliers of Goods or Services section of this contract.

V. PAYMENT

A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.

B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date ordered.

Unleaded Gasoline (Any Octane)

\$ <u>.0825</u>	Key West
\$ <u>.0775</u>	Sugarloaf
\$ <u>.0675</u>	Marathon
\$ <u>.0650</u>	Plantation Key
\$ <u>.0500</u>	Key Largo

Diesel (#2 and High Sulfur)

\$ <u>.0825</u>	Key West
\$ <u>.0775</u>	Sugarloaf
\$ <u>.0675</u>	Marathon
\$ <u>.0650</u>	Plantation Key
\$ <u>.0500</u>	Key Largo

C. The Vendor shall submit invoice to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein.

D. Upon receipt of Invoice the County shall have thirty days to render payment to Vendor.

G. Diesel fuels and Gasoline taxes must be itemized on each invoice.

VI. INDEPENDENT VENDOR

At all times for all purposes under this agreement the Vendor is an independent Contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

VII. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

VIII. ASSIGNMENT

Vendor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provision of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

IX. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Vendor shall abide by all statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this Vendor immediately upon delivery of written notice of termination to the Vendor.

X. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

For County:
Fleet Management Services
3583 S. Roosevelt Blvd.
Key West, FL 33040

For Vendor:
Dion Oil Company LLC
P. O. Box 1209
Key West, FL 33041-1209

XI. FUNDING AVAILABILITY

In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of services/goods specified herein, this agreement may then be terminated immediately at the option of the county by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

XII. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of vendor.

XIII. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$3000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

XIV. TERMINATION

If the Vendor fails to fulfill the terms of this agreement, or attachments, properly or on time, otherwise violates the provisions of the agreement, the County may terminate the contract by written notice. The notice shall specify cause. The County shall pay the vendor the contract price for goods delivered but not paid for on the date of termination, less any amount of damages caused by the Vendor's breach. If those damages are more than the amount due the Vendor then the Vendor remains liable to the County for the excess amount.

XV. APPLICABLE LAWS AND VENUE

This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida.

In witness whereof, the parties hereto have executed this agreement the day and year first above written,

COUNTY OF MONROE,
STATE OF FLORIDA

BY *Dixie M. Spehar*
MAYOR, DIXIE M. SPEHAR

DATE: *February 16, 2005*

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

Danny L. Kolhage
CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date *1/24/05*

VENDOR:

BY *Suzanne D. Banks*
DATE: _____

(Corporate Seal)

Attest:

Chadla Fikes
Witness
Sandra Dallas
Witness

FILED FOR RECORD
05 APR 15 AM 10:04
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA